

1. COMPANY IDENTIFICATION

Name: Aqua Angels EUROPE, s.r.o. (hereinafter the „**Company**“)
Registered seat: Prague 1, Na Příkopě 17, ZIP Code 110 00
ID: 288 77 128
VAT ID: CZ28877128
www: www.aqua-angels.com

2. GENERAL PROVISIONS

- 2.1. This General Terms (hereinafter the „**GT**“) governs the rights and obligations of the Company and the customer, who is the ultimate consumer in the Czech Republic (hereinafter the „**Customer**“).
- 2.2. This GT does not govern the rights and obligations of the Company and the customer, who is a businessperson, buying Company's products and services for the purposes of its business.

3. PRODUCTS

- 3.1. The Company offers following core products:
- 3 gallon (11.3 liter) glass barrel of water Aqua Angels,
 - 0.25 liter glass bottle of water Aqua Angels,
 - 0.75 liter glass bottle of water Aqua Angels,
 - 0.7 liter aluminum bottle of water Aqua Angels,
 - 0.33 liter aluminum bottle of water Aqua Angels.
- 3.2. The Company offers, among others, following side products:
- Aquamat SlimCool for dispensing the water Aqua angels from 11.3 liter barrels,
 - Sanitation of aquamat SlimCool,
 - Electric water pump for dispensing the water Aqua Angels from 11.3 liter barrels,
 - Sanitation set for the electric water pump.
- 3.3. The Company reserves the right to change or modify the offer of core or/and side products, at any time.

4. RETURNABLE PACKAGING

- 4.1. Product specified in point 3.1.a) is supplied to the Customers in returnable three (3) gallon glass barrel in protective transport wooden cage (glass barrel and transport wooden cage hereinafter collectively the „**Returnable Packaging**“).
- 4.2. Deposit for one (1) piece of Returnable Packaging is specified according to the current Company's price list at the date of Customer's order.
- 4.3. The Customer is obliged to pay a deposit for the quantity of Returnable Packaging at his disposal.
- 4.4. The Customer is obliged to return promptly (within 10 days) all Returnable Packaging to the Company, when finished buying the product specified in point 3.1.a).
- 4.5. The Company is obliged to return the deposit for Returnable Packaging, only if the Customer returned all Returnable Packaging unharmed, in line with the previous point 4.4.
- 4.6. When handling the Product specified in 3.1.a) and the Returnable Packaging, the Customer shall always hold the transport wooden cage with both hands on both handles. When removing the glass barrel from the protective transport wooden cage, it is forbidden to remove the barrel only by pulling the lid, it is necessary to hold the barrel neck itself as well.

5. AQUAMAT SLIMCOOL

- 5.1. The manufacturer of the aquamat SlimColl is Ebac Ltd, Great Britain.
- 5.2. The Company sells aquamat SlimCool only for dispensing water Aqua Angels from 11.3 liter glass barrels.
- 5.3. The Company provides a 6 (six) months warranty on the device. This warranty does not cover changeable sanitation.
- 5.4. The Customer is obliged to check its condition and functionality upon the receipt of aquamat SlimCool and claim immediately defects found. Defects that had aquamat SlimCool upon receipt, but the Customer was unable to determine, must be claimed immediately after its discovery.
- 5.5. The Customer is obliged to describe defects of aquamat SlimCool and indicate how they show.
- 5.6. The Company is obliged to eliminate the claimed defect within a reasonable time.
- 5.7. The manufacturer of aquamat SlimCool and the Company recommend carrying out the sanitization at least 4x (four times) a year with a view to maintaining the quality of water. Sanitation of aquamat SlimCool is a complete replacement on internal part that comes into contact with water. Sanitation is carried out at the Customer's place and the Customer is responsible for ordering the sanitation. The Company is not liable for the quality of the water in case of not carrying out the sanitization in recommended terms.
- 5.8. In case of any damage caused by the operation of aquamat SlimCool, the Customer is obliged to inform the Company immediately, but no later than the day following the event, including the demonstrable photographic documentation. Later complaints will not be considered.

6. ELECTRIC PUMP

- 6.1. The Company sells the electric pump only for dispensing water Aqua Angels from 11.3 liter glass barrels.
- 6.2. The Company provides a 6 (six) months warranty on the device. This warranty does not apply to changeable intake and dispensing tube.
- 6.3. The Customer is obliged to check its condition and functionality upon the receipt of the electric pump and claim immediately defects found. Defects that had electric pump upon receipt, but the Customer was unable to determine, must be claimed immediately after its discovery.
- 6.4. The Customer is obliged to describe defects of the electric pump and indicate how they show.
- 6.5. The Company is obliged to eliminate the claimed defect within a reasonable time.
- 6.6. The Company recommend carrying out the change of intake and dispensing tube 4x (four times) a year with a view to maintaining the quality of water. Change of intake and dispensing tube is carried out at the Customer's place and the Customer is responsible for ordering this change. The Company is not liable for the quality of the water in case of not carrying out the change of intake and dispensing tube in recommended term.
- 6.7. In case of any damage caused by the operation of the electric pump, the Customer is obliged to inform the Company immediately, but no later than the day following the event, including the demonstrable photographic documentation. Later complaints will not be considered.

7. ORDERING OF PRODUCTS

- 7.1. Order can be made:
- Via e-mail office@aqua-angels.com,
 - Through the order form on the Company's website, www.aqua-angels.com.
- 7.2. The order will be processed during business hours, Monday - Friday from 08:30 - 16:00. Orders sent after business hours will be processed the next business day.
- 7.3. The Customer is obliged to specify in the order the following information:
- His identity, under which he is or will be conducted by the Company,
 - The name and quantity of ordered products,
 - Delivery address.
- 7.4. If the order does not contain all data according to the previous point, it is considered incomplete. The order shall be considered complete only after obtaining additional or detailing information.

8. DELIVERY OF PRODUCTS

- 8.1. The Company does not charge the Customer for shipping the products, when the order contains at least 3 (three) pieces of the product 3 gallon (11.3 liter) glass barrel of water Aqua Angels. If the order does not include at least 3 (three) pieces of the product 3 gallon (11.3 liter) glass barrel of water Aqua Angels, the Customer is obliged to pay the shipping price according to the current price list of the Company at the date of the order.
- 8.2. The company supplies products to the Customer at the agreed address in its working hours, no later than two (2) working days from receipt of the order in Prague and Central Bohemia, in any other location according to the agreement with the Customer.
- 8.3. In the event that it is necessary to deliver products repeatedly for reasons caused by the Customer, the Customer shall bear the cost of redelivery of products.
- 8.4. The Customer is obliged to check the delivered products, especially integrity of the packaging. After checking the products delivered, the Customer is obliged to sign the delivery note and / or invoice confirming a receipt of products.
- 8.5. The risk of damage to the product is transferred to the Customer upon receipt of the products.
- 8.6. The ownership right to the products is transferred to the Customer at the moment when purchasing price is credited to the account of the Company.
- 8.7. The company guarantees the water quality during date of expiration, until the original packaging is opened by the Customer.

9. PURCHASING PRICE, PAYMENT OF PURCHASING PRICE

- 9.1. The purchasing price of the Company's products is specified by the pricelist valid at the date of Customer's order.
- 9.2. The Company reserves the right to change or modify the pricelist, at any time.
- 9.3. The customer is obliged to pay the purchasing price for the products delivered by wire transfer to the account of the Company stated on the invoice / tax document, or in cash upon delivery of products.
- 9.4. In the case of bank transfer, the purchasing price is considered to be paid in full at the moment when appropriate amount is credited to the account of the Company.
- 9.5. The purchasing price for the products is payable by the date indicated on the invoice / tax document issued by the Company.
- 9.6. In the event that the Customer is in default with payment of the purchasing price or its part, the Company has the right to demand a contractual penalty of 0.1% of the outstanding amount for each day of delay.
- 9.7. In the event that the Customer is in default with payment of the purchasing price or its part, the Company reserves the right to require from the Customer payment of the outstanding liabilities and the new delivery in cash. If the Customer does not accept to

pay in cash, the Company reserves the right to deliver the ordered products only after all Customer's liabilities to the Company are paid in full.

10. STORAGE OF PRODUCTS

- 10.1. To preserve the quality of the Company's core products, the Customer is required to store the core products in the dark and cool and protect them from direct sunlight.
- 10.2. The Company does not guarantee the water quality in case that the Customer does not comply with point 9.1.

11. PROTECTION OF PERSONAL DATA

- 11.1. All Customer's data and information are processed in accordance with European Parliament and Council Regulation (EU) 2016/679 ("GDPR"), and with the applicable laws of the Czech Republic, especially the Law on Personal Data Protection No. 101/2000 Coll. as amended. The Company is registered at The Office for Personal Data Protection of the Czech Republic under the reference number 00067349/001.
- 11.2. All data obtained from the Customer, the Company uses solely for its internal use and for sending commercial messages and does not provide any third parties with it. Exceptions could be external transporters, who are provided with Customers' personal data to the minimum extent that is necessary for the smooth delivery of the Company's products.
- 11.3. The Customer confirms that the personal data provided is accurate, and that the Company will not violate any rights of any third party by using it.
- 11.4. Detailed principles for processing and protecting personal are described in the policy for processing and protection of personal data issued by the Company, which can be found at www.aqua-angels.com.

12. FORCE MAJEURE

- 12.1. In the case of extraordinary events beyond the reasonable control such as war, epidemics, strikes, riots, crime, or force majeure events such as hurricane, flood, earthquake, volcanic eruptions, etc. the Company's liability is excluded.

13. FINAL PROVISIONS

- 13.1. This GT is binding for all the company's Customers, unless individual contract provides otherwise.
- 13.2. For the supply of products other than those specified in paragraph 3, this GT applies only supportively in matters that are not individually defined between the Company and the Customer.
- 13.3. All relations between the Company and the customer, that are not defined by this GT, these are governed by the relevant provisions of Law no. 89/2012 Coll. Civil Code, as amended.
- 13.4. The Customer agrees that any disputes arising from the above-described relations between The Company and the Customer will be addressed by locally competent court according to the registered office of the Company. The applicable law is the law of the Czech Republic.
- 13.5. The Customer accepts all provisions of this GT at the moment of ordering the products.
- 13.6. The Company reserves the right to change or modify this GT, at any time.
- 13.7. This GT becomes effective on MAY 1, 2021.